



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **Tuesday, April 14, 2020 at 5:15 PM**
Location: **City Hall (407 Grant Street) - *Council Chambers**
Members: Lisa Rasmussen (C), Dave Nutting, Michael Martens, Dennis Smith, Linda Lawrence

AGENDA ITEMS

- 1 Approval of the minutes of previous meetings (3/24/20)
 - 2 Discussion and possible action regarding 2019 carryover resolution adjustments
 - 3 Discussion and possible action regarding Safer At Home Parking Refunds for Downtown March and April Parking permit fees
 - 4 Discussion and possible action regarding update on Police Department Radio Purchase
 - 5 Discussion and possible action regarding Great Lakes Cheese Demolition project Budget Modification
 - 6 Discussion and possible action regarding the Wisconsin DNR Railroad Corridor and Riverside Park Additional Environmental Testing and related budget modification
- Adjourn

Lisa Rasmussen, Chairperson

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The Access Code is **299 374 860**. Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by <https://waam.viebit.com/?folder=ALL>, on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 4/09/20 at 5:30 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, (Alderspersons: Peckham, Neal, Gisselman, McElhaney, Herbst, Thao), *Mielke, *Jacobson, *Groat, Department Heads



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: April 9, 2020

RE: 2019 Carryover to 2020 Budget Modifications

At the last meeting the Finance Committee approved carryover funding from the 2019 to 2020 budget. We would like to introduce a couple of additions to the resolution. These have been added to the resolution that will be considered by the Common Council on the 14th. The additions relate to additional carryovers for the Fire Department and Elections.

The Fire Department submitted their carryover request to me back in mid-December but I inadvertently excluded it from the list. A summary of Fire requests are:

		2019 Budget	Expenses	Add to 2020 Budget
150-237598436	Fire Department PPE Turnout Gear	\$ 51,600	\$ 44,781	\$ 6,819
240-450098191	Fire Department Equipment Medication Supply Vending Machine	30,000	25,937	4,063
110-50093925	Fire Department Special Projects - Accreditation	5,000	-	5,000

The election budget fluctuates each year based upon the number of elections on the calendar. In 2019 there were only two minor elections compared to the 2020 calendar that has 5 elections which will generate high turnout. The fluctuation creates problems in meeting the expenditure restraint limits. To smooth the annual budget out, the 2020 budget envisioned a stable annual budget and then carrying over excess from year to year to cope with the annual specific needs. I have attached a copy of the corresponding budget pages for your review.

The 2020 election has been a bit different than expected due to the shift to absentee ballots which are more costly to administer. To increase the amount of the carryover to finance these additional costs, I calculated the entire 2019 Finance Department budget and compared it to expenses.

		2019 Budget	Expenses	Add to 2020 Budget
110-8191430	Elections - Election Clerks	994,577	920,404	74,173

If I had used only the election budget the carryover would have been \$20,950. I believe the additional funds will be a more realistic financial approach.

These carryovers have then been incorporated into the carryover resolution that will be considered on 4/14/2020.

CUSTOMER SERVICE DEPARTMENT

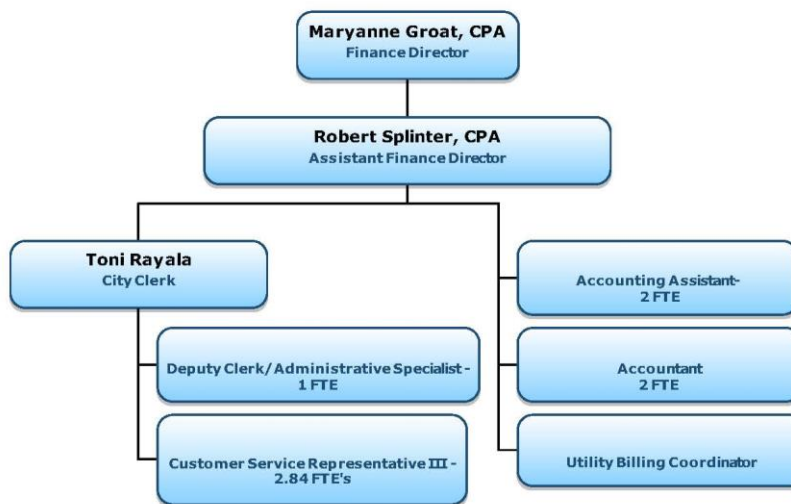
MISSION:

To provide service in an honest and straightforward manner and treat each customer with integrity and respect.

DEPARTMENTAL RESPONSIBILITIES:

The customer service department has a wide variety of responsibilities and is a melding of finance, clerk, treasurer, facility and utility accounting functions. The department changed its name from Finance Department to Customer Service in order to focus on the primary mission and emphasize a common cause. The department is responsible for the management of the City's accounting, payroll, and financial records including utility billing. All financial and fiscal affairs of the City are formulated, prepared and executed under the direction of the Finance Director. The department prepares the annual budget and annual financial statements, manages the City's risk insurance coverage, debt, and investments and cash collections. The department also encompasses all City Clerk functions including elections, council records and licensing.

ORGANIZATIONAL STRUCTURE:



STAFFING LEVELS:

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
TOTAL	11.84	11.84	11.84	11.84	11.84	11.46	11.46	11.46	11.46	12.20

Customer Service Representatives and Accountant staff costs are direct billed to the Utility and other funds.

CUSTOMER SERVICE DEPARTMENT

2019 ACCOMPLISHMENTS:

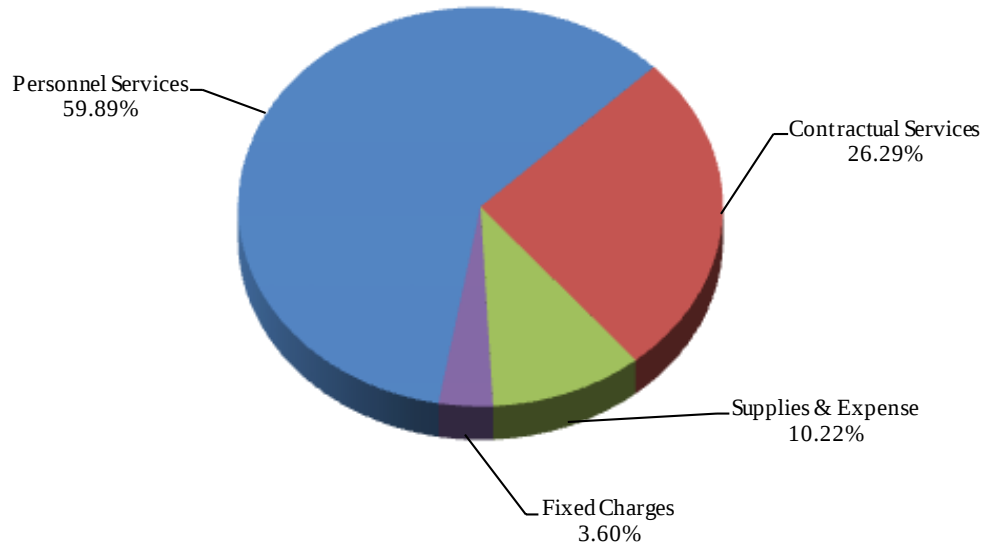
- Provided continuing planning and financial management of Tax Increment Districts.
- 2018 financial audit completed with an unqualified opinion and received Certificate of Achievement in Financial Reporting for the 2017 audit report.
- Provided financial accounting support to Main Street, Wausau Events and the Entrepreneurial and Education Center.
- Worked in collaboration with other staff to facilitate several development projects.
- Successfully managed debt issuance.
- Implemented cross training of payroll.
- Implemented enhanced utility billing system and customer service portal that will allow customers to access account information online.
- Managed the elections in an efficient manner.
- Implemented a number of accounting efficiencies and improved documentation of procedures.
- Worked on implementation of new parking system. To date parking pay stations are installed and license plate recognition system has been implemented.

2020 GOALS AND OBJECTIVES:

- Provide knowledgeable, courteous customer service to all individuals who contact the department.
- To implement GAB election changes in an efficient and effective manner.
- To manage the 2020 elections in a timely efficient manner
- Continuation of public and staff education of current election laws and procedures.
- Implementation on Parking Permit Software.
- Improve Customer Service through cross training, staff education and streamlining processes.
- Support the implementation of new community loan software.
- Support the search and implementation of new municipal court and special assessment software.
- Continue to enhance E-Government Services and online payments and transaction processing.
- Implement utility billing upgrade and customer service portal that will allow customers to access account information online.
- Review and recommend long term funding mechanism for Motor Pool replacement.
- Review financial policies and recommend changes.
- Implement new County tax software for the City.
- Implement Online Bill Pay Electronic Capture services which will automate the payment of online banking payments.

CUSTOMER SERVICE DEPARTMENT

BUDGET:



BUDGET SUMMARY

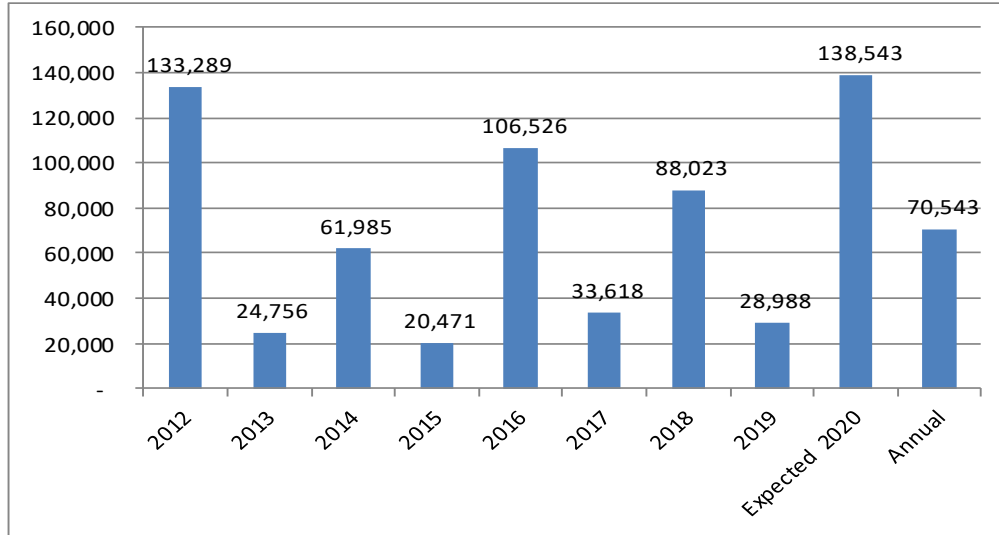
	2017	2018	2019			2020		
	Actual	Actual	Adopted Budget	Modified Budget	Estimated Actual	Department Request	Executive Recommended	Adopted
Personnel Services	\$ 690,891	\$ 786,955	\$ 779,931	\$ 779,931	\$ 745,390	\$ 898,495	\$ 813,110	\$ 813,110
Contractual Services	332,833	338,186	335,310	335,310	348,685	366,475	351,975	351,975
Supplies & Expense	126,237	100,960	123,345	123,345	118,085	138,745	138,745	138,745
Fixed Charges	36,901	41,820	40,700	40,700	45,150	48,900	48,900	48,900
Capital Outlay	-	-	-	-	-	-	-	-
Total Expenses	\$ 1,186,862	\$ 1,267,921	\$ 1,279,886	\$ 1,279,886	\$ 1,257,310	\$ 1,452,615	\$ 1,352,730	\$ 1,352,730
Licenses/Permits	\$ 189,490	\$ 183,533	\$ 183,588	\$ 183,588	\$ 203,110	\$ 191,040	\$ 191,040	\$ 191,040
Public Charges	92,721	106,119	73,925	73,925	92,925	81,125	81,125	81,125
Intergovt Charges	5,107	2,659	835	835	1,300	1,300	10,750	10,750
Miscellaneous Revenue	7,333	7,384	8,000	8,000	7,333	7,333	7,333	7,333
Total Revenues	\$ 294,651	\$ 299,695	\$ 266,348	\$ 266,348	\$ 304,668	\$ 280,798	\$ 290,248	\$ 290,248

BUDGET HIGHLIGHTS AND ORGANIZATIONAL CHANGE:

This budget is impacted annually based upon the election calendar with presidential/governor elections resulting in higher costs. To manage the peaks and dips in this budget the yearend 2019 will establish an election reserve. This is shown on the graph below.

CUSTOMER SERVICE DEPARTMENT

ELECTION HISTORY AND PROPOSED ANNUAL STABLE BUDGET:



DIVISION BUDGET DETAIL:

	Finance Administration	External Auditing Services	Mail/Phone Center	Accounting	Clerk/Customer Service	Elections	City Hall Maintenance	Total
Personnel Services	\$ 89,654			\$ 349,027	\$ 304,985	\$ 100,573	\$ 36,871	\$ 881,110
Contractual Services	59,900	26,000	19,500	100	8,150	9,100	234,225	356,975
Supplies & Expense	7,920		68,000	8,350	12,770	21,370	20,335	138,745
Building Materials	-							-
Fixed Charges	4,450			8,100	14,250	7,500	14,600	48,900
Election Averaging						(68,000)		
Total Expenses	\$ 161,924	\$ 26,000	\$ 87,500	\$ 365,577	\$ 340,155	\$ 70,543	\$ 306,031	\$ 1,357,730

BUDGETARY HISTORY:

YEAR	EXPENSES	INCREASE (DECREASE) FROM THE PREVIOUS YEAR	
		DOLLAR	PERCENT
2020	\$1,352,730	\$72,844	5.69%
2019	\$1,279,886	(\$215)	-0.02%
2018	\$1,280,101	\$25,746	2.05%
2017	\$1,254,355	(\$153,631)	-10.91%
2016	\$1,407,986	\$87,478	6.63%
2015	\$1,320,508	\$40,622	3.17%
2014	\$1,279,886	(\$37,881)	-2.88%
2013	\$1,317,767	(\$134,689)	-9.27%
2012	\$1,452,456	\$42,727	3.03%
2011	\$1,409,729	(\$28,805)	-2.00%

YEAR	REVENUES	INCREASE (DECREASE) FROM THE PREVIOUS YEAR	
		DOLLAR	PERCENT
2020	\$290,248	\$23,900	8.97%
2019	\$266,348	\$2,128	0.81%
2018	\$264,220	\$20,135	8.25%
2017	\$244,085	(\$24,850)	-9.24%
2016	\$268,935	\$39,789	17.36%
2015	\$229,146	(\$37,202)	-13.97%
2014	\$266,348	\$46,748	21.29%
2013	\$219,600	\$7,362	3.47%
2012	\$212,238	(\$87,457)	-29.18%
2011	\$299,695	\$98,020	48.60%



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: April 9, 2020

RE: Parking Permits

The City of Wausau sells monthly parking permits to various lots and ramps. We invoice monthly for the majority of these parkers. The April invoices were \$37,371 as summarized below:

Parking Lots	4,418.92
Jefferson Ramp	21,835.05
McClellan Ramp	6,854.33
Penney's Ramp	793.35
Sears Ramp	<u>3,469.16</u>
	37,370.81

We invoice a month in advance so payment is due the first day of the month. The timing is shown on the table below:

	<u>Invoice Date</u>	<u>Due Date</u>
March Parking	February 1	March 1
April Parking	March 1	April 1
May Parking (Not Sent)	April 1	May 1

Governor Evers declared a public health emergency on March 12th and shortly after most businesses were deemed non-essential and closed. Other businesses transitioned employees to work from home. Many businesses had paid for March and April due to the timing of the invoicing. The City does not typically give parking permit refunds. I have received inquiries since businesses and individuals are prohibited from coming to work.

Attached is a form that could facilitate the refunds. We have not invoiced for the month of May and do not plan on invoicing until more information is known on the Safer At Home timeline.



City of Wausau
Downtown Parking Permit Refund Request

COVID 19 SAFER AT HOME

In response to the Safer At Home Emergency Declaration the City of Wausau is offering a refund for parking permits to those individuals and businesses impacted. To receive a parking permit refund please complete the form below:

Customer Name _____

Customer Email _____

Customer Telephone Number _____

Number of Permits Displaced During Safer At Home _____

Parking Lot/Ramp _____

I certify that the parking permit(s) noted above were not used during the Safer At Home Public Health Emergency.

Signature _____ Date _____

TERMS FOR PERMIT REFUND

- All refunds will be applied to any parking permit invoices outstanding
- The refund will be for the period March 12 to April 30

.....
OFFICE USE ONLY:

Refund Amount _____ ☐ Approved ☐ Denied Reason: _____

Approved by: _____ Date: _____



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: April 14, 2020

SUBJECT: 2-Way Mobile Radio's for Up Fitting New PD Vehicles – Motorola

This item came before finance on March 24, 2020. The information was presented as a sole source request to purchase Motorola Radio's. There was also some confusion about the contract approved last fall for up fitting the new PD vehicles with other equipment. The contract approved by BPW last fall for up fitting the new PD vehicles was strictly for lights, computers, sirens, etc. and did not include radios. It was determined at a later date to move ahead with replacing the existing Tait Brand Radios as there have been issues with servicing these radios.

At the March 24, 2020 meeting the finance committee requested this item be put out for bid/RFP for the purchase of the radios. I reviewed the information since the last meeting and am presenting this information again with more insight and documentation. The purchase of these radios is not a sole source purchase but a purchase using a Cooperative Purchasing Agreement using the statewide pricing discounts received through the Wisconsin Counties Association (WCA). Included in the packet are the discounts we are able to take advantage of through this Agreement. Northway communications is the vendor/supplier for this region for Motorola Products so this is the reason the actual pricing came from Northway Communications and because we are a municipality we have been able to receive the pricing discounts negotiated with the WCA.

The City of Wausau procurement Policy allows the use of Cooperative Purchase Agreements in lieu of advertising and requesting proposals.

CITY OF WAUSAU PURCHASE ORDER COVER SHEET

DEPARTMENT: Public Works & Utilities	CONTACT NAME: Mark Hanson
VENDOR: Northway Communications	COST: \$26,133.03
PURCHASE DESCRIPTION: 2-way Radios for up fitting new PD vehicles	
COMPETITIVE PURCHASING PROCESS DOCUMENTATION	



PLEASE INDICATE YOUR QUOTE AND BID EFFORTS BELOW. THIS IS A MANDATORY FORM FOR ANY PURCHASES IN EXCESS OF \$5,000 AND SHOULD ACCOMPANY THE PURCHASE ORDER DOCUMENTATION AND BE REMITTED TO FINANCE

GOODS OR SERVICES REQUIRING CENTRALIZED PURCHASING INCLUDE: COPIERS, COMPUTER HARDWARE/SOFTWARE, INTERNET SERVICES, CELL PHONES, SECURITY CAMERAS, FURNITURE, PLOWING SERVICES, VEHICLES AND ROLLING STOCK, FACILITY MAINTENANCE

- ☐ **PURCHASE OF GOODS OR CONTRACT SERVICES \$5,000 TO \$25,000 – WRITTEN QUOTES REQUIRED**
- ☐ QUOTE SUMMARY AND AT LEAST 3 QUOTES (ATTACHED)
- ☐ SOLE SOURCE JUSTIFICATION – APPROVED BY DEPT HEAD AND FINANCE DIRECTOR (ATTACHED)
- ☐ **PURCHASE OF GOODS OR CONTRACT SERVICES GREATER THAN \$25,000 - FORMAL BID PROCESS REQUIRED**
- ☐ PUBLIC CONSTRUCTION – FOLLOW STATE STATUTES
- ☐ BIDS FORMALLY NOTICED
- ☐ SEALED BIDS RECEIVED
- ☐ BIDS OPENED AT BOARD OF PUBLIC WORKS
- ☐ BID SUMMARY AND BIDS (ATTACHED)
- ☐ SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)
- ☐ **PURCHASE OF VOLATILE PRICING COMMODITIES \$5,000 TO \$50,000 – REQUIRES WRITTEN QUOTES**
- ☐ QUOTE SUMMARY AND QUOTES (ATTACHED)
- ☐ APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED)
- ☐ **PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES UNDER \$25,000 - COMPETITIVE PROCESS ENCOURAGED**
- ☐ QUOTE SUMMARY (ATTACHED)
- ☐ QUOTES (ATTACHED)
- ☐ OTHER PROCUREMENT DESCRIBE _____
- ☐ **PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES OVER \$25,000 – FORMAL RFP PROCESS REQUIRED**
- ☐ FORMAL RFP (ATTACHED)
- ☐ RFP FORMALLY NOTICED
- ☐ PROPOSALS OPENED AT BOARD OF PUBLIC WORKS
- ☐ PROPOSAL SUMMARY AND PROPOSALS (ATTACHED)
- ☐ SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)
- ☒ **COOPERATIVE PURCHASING PROGRAM/AGREEMENT (such as NJPA/State of Wisconsin): Provide Issuing Agency, Vendor, Contract Number: Wisconsin Counties Association (WCA) Statewide pricing discount**
- ☐ **PURCHASING EXEMPTION – SOFTWARE MAINTENANCE AND SUPPORT PROCURED FROM PROPRIETARY OWNER, ORIGINAL MANUFACTURER MAINTENANCE AND PARTS, INSURANCE SERVICES AND PRODUCTS FROM CVMIC AND TMIC**

ADDTL INFO:



MOTOROLA – WCA SERVICES, INC. DISCOUNT MATRIX	
RADIO MODEL SERIES	DISCOUNT %
P25 DIGITAL MOBILE/DESKTOP RADIOS:	
APX LINE OF MOTOROLA SOLUTIONS MOBILE RADIOS	27%
ACCESSORIES ORDERED WITH BASE UNIT	27%
MOTOTRBO MOBILE	12%
P25 DIGITAL PORTABLE RADIOS:	
APX LINE OF MOTOROLA SOLUTIONS PORTABLE RADIOS	27%
ACCESSORIES ORDERED WITH BASE UNIT	27%
MOTOTRBO PORTABLES	12%
SOFTWARE & VIDEO SOLUTIONS	
NG911 - VESTA & CALLWORKS	15%
PUBLIC SAFETY BODY CAMERA	15%
REAL TIME VIDEO INTELLIGENCE - VIDEO STREAMING	7%
MOSCAD REMOTE MONITORING AND CONTROL	12%
PUBLIC SAFETY SOFTWARE (CAD, MOBILE, RMS, JAIL, ETC)	10%
VIGILANT FIXED AND MOBILE LPR HARDWARE & SOFTWARE	10%
AVIGILON SURVEILLANCE CAMERAS, ACCESS CONTROL & SFTW	10%
INFRASTRUCTURE / FIXED EQUIPMENT / OTHER:	
MOTOTRBO BASE/REPEATER STATIONS	12%
GTR8000 BASE/REPEATER STATIONS	20%
MLC8000	20%
GCM8000	20%
GGM8000	20%
CLN1856	20%
DIGITAL VEHICULAR REPEATER (DVR) VHF/UHF/700/800 BAND	10%
QUANTAR BASE/REPEATER STATIONS	23%
MTR3000 BASE/REPEATER STATIONS	20%
DIU-3000 DIGITAL INTERFACE UNITS	15%
TRUNKED CONTROLLERS (Gateway)	18.50%
MOTOBIDGE (Gateway)	10%
STR3000 SIMULCAST / DATA BASE STATIONS	15%
MCC5500 / MCC7500 / MCC7100 CONSOLES	15%
PTP / POINT TO POINT WIRELESS BROADBAND NETWORK	15%
MIP5000 VoIP RADIO CONSOLE	10%
MCD 5000 IP DESKTOP CONSOLES	10%
MINITOR RECEIVERS	28%
INFRASTRUCTURE/FIXED EQUIPMENT/OTHER	20%
ACCESSORIES ORDERED WITHOUT RADIOS	20%
ASSET MANAGEMENT SOFTWARE AND SERVICES	20%
SUPPORT SERVICES	\$192.75 per hr
INSTALLATION SERVICES	\$192.75 per hr
Most services, such as engineering, program management, training, etc., are usually sold on a per manday basis, rather than an hourly basis, the daily rate is \$1,900. per Man Day (8 hours).	



Quote

Rep: Neal Wozniak

Company	Wausau DPW	
Contact	Mark	Police Mobile Radios
Address		
City, ST, Zip	Wausau WI	
Phone	715-261-6968	

This Quote is valid for 30 days
To accept this quote, as a binding agreement, sign and date below.

Authorized Signature _____ Date _____



MOTOROLA
Authorized Two-Way
Radio Dealer

Police Dept. mobile radio purchase proposal

ISSUE:

Recently we have experienced some problems with the current 2 way radios in the squad cars. Currently they are a Tait brand mobile radio. These radios were purchased in 2010 under a Marathon County grant which encompassed all cities and townships within the County. Since that time, Marathon County has since switched the majority of their mobile radios with the Motorola brand. They are now 10 years old and are reaching the end of their life.

FACTS AND CONSIDERATIONS:

1. I spoke with representatives and staff at the Police Dept. and the research they have done has concluded that the best purchase would be the Motorola 8500 50 watt mobile radio. I had discussions with a staff member from Northway Communications and a representative from Motorola corporation to ensure we are getting the best pricing available, and the price they quoted per radio is under the state pricing, and also includes a quantity pricing discount.
2. This is the same unit the Fire dept has switched to in all of their equipment, and it would be best to stay consistent with the other depts. radios. Northway Communications is the local dealer for the radios, and it would be easier to have a local company for support and repairs to the radios.
3. This purchase would be to replace 6 radios for the first 6 cars that are being replaced. I would like to replace the remaining radios as the cars get replaced which I can add into the purchase and upfit of the cars as we move forward, but this would be for the upfit for this batch of cars which radios were not accounted for in the 2020 budget. The sequential budget cycles over the next several years would then pay for the replacement of the radios.
- 4.

FINANCIAL IMPACT:

This request would be to support a sole source request to purchase 6 Motorola radios from Northway Communications in 2020 for \$26,134. Subsequent budgets would then be increased to accommodate the continual replacement of 2 way radios over several years and put on a life cycle replacement schedule along with the vehicles and equipment. The budget affected would be the Motorpool radio budget line item 170-1500-9-3531 which currently has \$3500 in it.

RECOMMENDATION:

This is to make the recommendation by the finance committee to provide additional funding for 2020 to purchase 6 new mobile radios to outfit in the new squad cars, and to allow an increase in the motorpool radio budget over the next several years to accommodate the replacement of 2 way radios in all motorpool equipment. This increase would be paid over time in increased rental rates for the Police Departments equipment, and also Public Works, and funded through the motorpools capital fund.



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: April 14, 2020

SUBJECT: GLC Demolition Contract - Budget Modification

The demolition of the GLC building was originally bid out in the spring of 2019. In June of 2019 the Finance Committee approved a budget for the work in the amount of \$210,000 with D&R Recycling. The original bid was for \$285,750 with an estimated salvage value of \$96,750. Due to the nature of the bid and salvage was an estimated amount staff recommended approving the \$210,000 to account for any potential contingencies. The owner and sole proprietor of D&R Recycling passed away in December of 2019 prior to completing the work identified under the contract with the City. The contract was terminated by the City working with the City Attorney and the project was re-bid to complete the remaining demolition work. The amount paid to D&R Recycling for work completed was \$94,500; leaving a remaining approved budget of \$115,500. It is unknown how D&R Recycling came up with their salvage value for the building. Prior to the owners passing he was preparing a change order request but a formal request was not submitted.

The BPW approved the low bidder, Haas Construction, in the amount of \$150,000. This leaves a budget shortfall of \$34,500 for demolition. Staff recommends a budget modification of \$34,500 plus an additional \$20,000 for contingencies if needed. This would increase the total budgeted amount from \$210,000 to \$264,500.

DEMOLITION AGREEMENT

AGREEMENT made on _____, 2020, between **Haas Sons, Inc.**, a corporation duly organized under the laws of the State of Wisconsin, having its principal office at 203 East Birch Street, Thorp, Wisconsin ("Contractor"), and the City of Wausau, a municipal corporation ("Owner").

WHEREAS, Owner owns the property described on Exhibit "A," attached and made a part of this agreement;

WHEREAS, Owner desires to demolish all of the buildings situated on the property;

WHEREAS, Owner desires to engage Contractor to demolish these buildings; and

WHEREAS, the parties desire to enter into this Demolition Agreement with respect to this demolition.

NOW, THEREFORE, in consideration of the sum of \$150,000.00 and other good and valuable consideration, each to the other in hand paid, the receipt of which is hereby acknowledged, and intending to be legally bound, it is agreed between the parties, as follows:

1. Contractor agrees to demolish all of the improvements located on the property described on Exhibit A, and dispose of the debris, salvaging and recycling as many components and materials as it is able to accomplish ("Project").
2. The Contractor will commence the demolition of the buildings no later than May 1, 2020, and complete the demolition no later than June 26, 2020.
3. Upon execution of this contract, all right, title and interest in and to the improvements shall be deemed to be vested in Contractor, for purpose of performance under this contract. No right, title, property or interest in and to the land on which the improvements stand is created, assigned, conveyed, granted, or transferred to Contractor, or any other person, except only the license to enter onto the property to demolish and remove the improvements.
4. Contractor agrees to provide all necessary labor, professional services, supervision, materials, tools, accessories and equipment necessary to deconstruct, salvage and demolish the buildings.
5. Prior to proceeding with the demolition of the buildings, Contractor shall obtain a Demolition Permit.

6. Contractor agrees to contact all necessary utility companies for locates, including Diggers Hotline, and to coordinate all activities connected with the demolition of the buildings. It shall be the duty of the Owner and Contractor to contact all utility companies, and ensure that all utilities have been disconnected, prior to the demolition work commencing.
7. Contractor agrees to pay all fees connected with the demolition work described in this agreement, in accordance with the requirements of the respective municipal, state, and/or federal agencies and other authorities having jurisdiction thereof.
8. Contractor must remove all materials and debris from the razing of the buildings; the material removed from the premises become the property of the Contractor and must be disposed of at no cost to the Owner at a proper waste facility.
9. Contractor will record all materials salvaged and recycled and provide a copy of such records to Owner.
10. Contractor will secure permission from Owner before the closing of any portion of any street, alley, fire lane or other right-of-way. Contractor shall be responsible for any and all damage by employees or equipment to curbs, gutters, inlets, walks and streets within a public right-of-way.
11. Contractor will grade site and provide necessary clean fill for leveling.
12. Contractor is to provide adequate fire protection in accordance with the regulations of the agencies having jurisdiction thereof; and maintain and provide adequate protection of the area and not create any undue hazardous conditions in connection with the work.
13. Contractor will furnish to the Owner bonds, permits, insurance certificates, and other evidence of compliance with requirements of the various agencies or departments having jurisdiction over the demolition of buildings prior to commencing the work.
14. Prior to commencement of work Contractor must provide for itself and maintain at its own cost and expense until the completion of the work, naming Owner as an additional insured, the following forms of insurance: Workmen's Compensation, Employer Liability insurance both in accordance with the laws of the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. The Contractor shall provide and maintain the following commercial general liability insurance with limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate and umbrella insurance with limits of liability in the sum of \$1,000,000 following form excess of the primary General Liability, and

Employers Liability Coverages. Contractor must furnish certificates of insurance with respect to the coverages referred to above; each insurance policy must contain an endorsement requiring the insurance carrier to give at least 30 days prior notice of cancellation to Owner.

15. Contractor acknowledges that it is an independent contractor and agrees to indemnify and save harmless Owner from and against any loss or expense by reason of any liability imposed by law upon the Owner for damages because of bodily injuries, including death at any time resulting therefrom, accidents sustained by any person or persons, or on account of damage to property arising out of or in pursuit of the performance of this Demolition Agreement, whether the injuries to persons or damage to property are due or claimed to be due to any negligence of Contractor, Owner, or their agents, servants, or employees, or of any other person.
16. Contractor agrees that it will not assign or subcontract any part of the work to be performed under this Agreement without Owner's prior written approval.
17. Owner acknowledges that Contractor is not responsible for hazardous material removal, or asbestos testing and removal.
18. Owner agrees to pay Contractor for the work as provided herein the sum of \$150,000.00 for total project cost with removal of all structures, concrete and blacktop.
19. Owner shall make payments based on work completed. Ten percent (10%) retainage shall be held with each payment, retainage shall be released with final payment upon final completion of the project. {DOES CONTRACTOR SUBMIT PERIODIC PAYMENT REQUESTS?}
20. Owner agrees to obtain all necessary permits and licenses connected with the demolition work described in this agreement, in accordance with the requirements of the respective municipal, state, and/or federal agencies and other authorities having jurisdiction thereof.
21. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

22. This Demolition Agreement is binding on and inures to the benefit of the successors and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written.

Contractor: _____

By: _____

Attest: _____

Attest: _____

Owner: _____

By: _____

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for the Great Lakes Cheese Demolition – Tax Increment District Three

Committee Action: Approved

Fiscal Impact: \$264,500

File Number: 19-1109

Date Introduced: April 28, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: TID 3</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$264,500</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City entered into a contract with D&R Recycling to demolish the Great Lakes Cheese Facility at 101 Devoe Street, and

WHEREAS, this contract was terminated due to the passing of the owner and sole proprietor of the business; and

WHEREAS, the unfinished demolition work was competitively bid in 2020 and the low bid was \$150,000; and

WHEREAS, staff recommends awarding the contract and requests the opportunity to carryover unspent funds of \$115,500 and supplementing the budget \$54,500 to complete the project which includes a \$20,000 contingency and;

WHEREAS, the Finance Committee has reviewed and recommends the following 2020 budget modification and related fund transfer to cover these deficits:

141-342898210	Land & Land Assembly costs	\$	170,000
141-342889120	Debt Proceeds	\$	54,500

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Robert B Mielke, Mayor

Department of Public Works



Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: April 14, 2020

SUBJECT: WDNR RR Corridor Testing & Riverside Park Additional Testing

The WDNR submitted a “Responsible Party” letter to the City of Wausau to perform additional testing along the RR corridor near the east end of Thomas Street. Based on the request city staff presented a sole source request to hire REI as our environmental expert to complete the work required by the WDNR and the Finance Committee approved the sole source in the amount of \$11,576 in December 2019.

Over the past 12-months the Park & Recreation Committee has been discussing with city staff the potential for performing additional testing, outside the scope of testing required by the WDNR. The Park & Recreation Committee recommended 5-additional test locations in Riverside Park with each test location having two samples taken for a total of 10 additional tests. Based on this recommendation city staff has worked with REI to get an updated cost for the proposed additional work.

REI has provided an amendment to their original approved proposal, the amendment increases the original cost by \$8,033; the amendment proposes a total cost for all work to be \$19,609. The additional work and cost is presented for your consideration of approval.

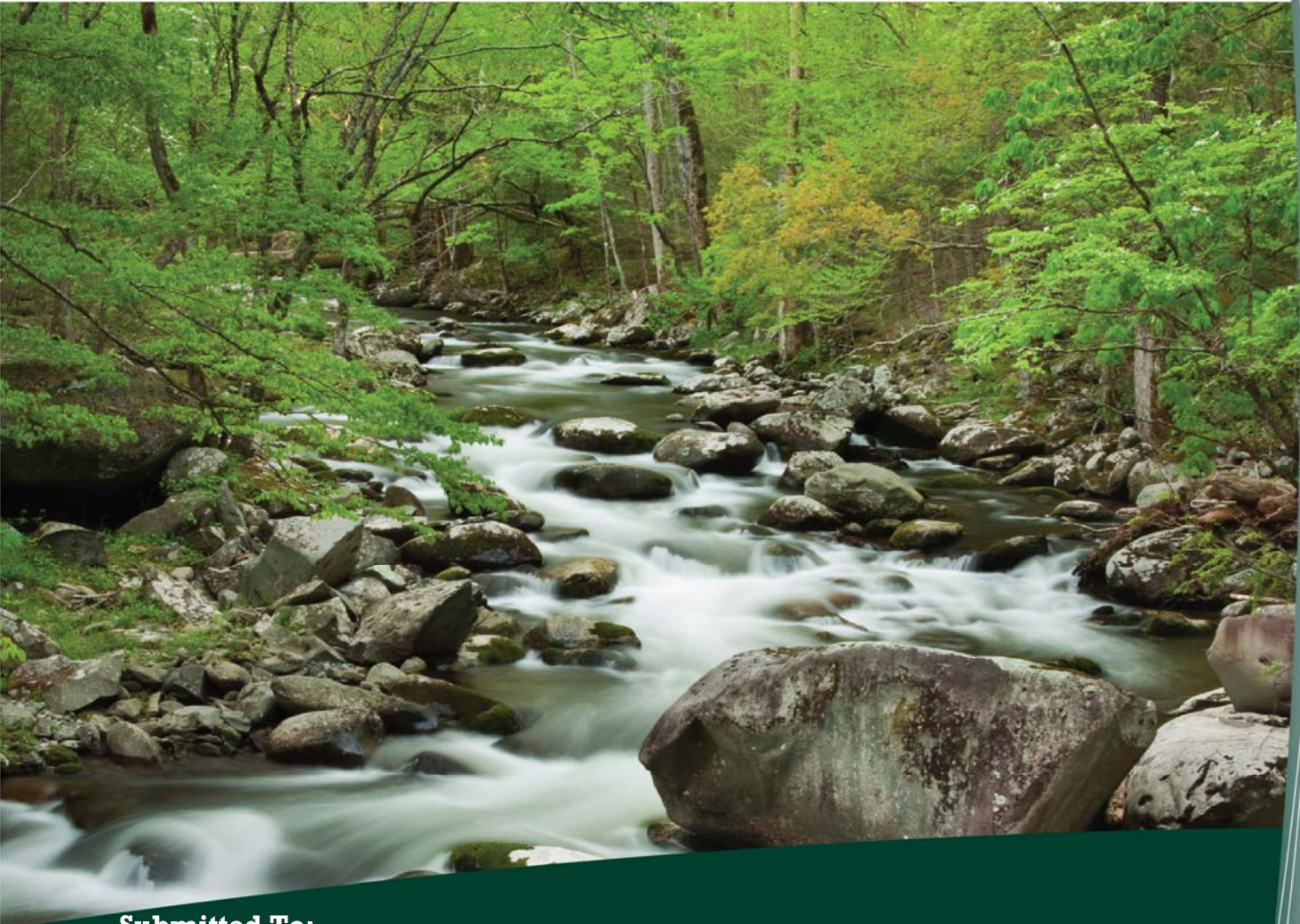


**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

REI

**ENVIRONMENTAL SITE
INVESTIGATION PROPOSAL - REVISED**

**SUBJECT PROPERTY:
RIVERSIDE RAIL CORRIDOR
132 RIVER STREET
WAUSAU, WI**



Submitted To:

City of Wausau
Attn: Mr. Eric Lindman, P.E.
407 Grant Street
Wausau, WI 54403-4783
April 7, 2020

Prepared By:

REI Engineering, Inc.
4080 N 20th Avenue
Wausau, WI 54401
(715) 675-9784

**COMPREHENSIVE
SERVICES WITH
PRACTICAL
SOLUTIONS**



Why Choose REI?



Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

clear understanding of the regulatory process and applying it to your project.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.



Would you hire REI again?

100%



Did REI meet your expectation on the quality of service?

99.6%



99.4%

Did REI keep you informed on project progress?



Did REI meet your deadlines?

99%

How would you rate REI out of 5 stars?



What are our clients saying?

"From the initial contact and continued direction...I have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

Northcentral Technical College

"I can always count on REI to provide me the services they promise by the deadlines we (sometimes even unreasonably) set for them."

Ruder Ware

"REI does that little bit extra that makes projects go as smoothly as possible and they are very nice people."

Merrill Area Development

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at River Valley Bank would say REI is incredible."

River Valley Bank

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

Greenheck Fan Corporation

REIengineering.com

What REI Can Do For You

REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training



Our Sister Company

Our sister company, Northwest Petroleum Service, Inc. has been installing and servicing complete fueling systems for over 45 years. NPS works closely with our customers in Wisconsin and Michigan's Upper Peninsula to choose the most efficient design for Aboveground, Underground, Point of Sale (POS), and EMV compliance.

INTRODUCTION

On November 21, 2019, the City of Wausau received a Responsible Party Letter for contamination identified within the former rail corridor located at the south end of Riverside park. This letter requires the City to conduct additional site investigation for contamination related to soil sampling conducted related to the aerial deposition from the burning of treated wood from the WAULECO site (BRRTS#02-37-000006) located a short distance to the west of this site.

On September 24, 2019 TRC Solutions submitted a Wood Waste Burning Site Investigation results for the WAULECO site. This sampling was based on aerial models and were collected near potential sources of dioxins and furans. Three (3) samples were collected along the former railroad tracks which revealed an exceedance for residential direct contact Residual Contaminant Level (RCL). The “responsible party” requires the City to retain the services of a qualified consultant within 30 days and submit a site investigation work plan within 60 days.

The purpose of the following scope of services will be to conduct a site investigation for this property to move the site towards closure with the WDNR. ***The purpose of this revision is to provide the City with updated costs associated with the collection of additional samples since the submittal of the original proposal.***

SCOPE OF WORK

1. Upon being retained, REI will prepare correspondence to the WDNR project manager that we have been retained by the City of Wausau. ***This was completed on December 19, 2019.***
2. REI will prepare and provide the WDNR project manager a workplan detailing the specific work that is being planned to define the degree and extent of the contamination. ***This was completed on 12/31/2019.***
3. REI will coordinate a public utility locate a minimum of three (3) days in advance of any site work.

4. Mobilize to the site to advance shallow soil samples within six (6) inches of the surface. REI will collect ten (10) soil samples along the Riverside rail corridor. These soil samples will be submitted to a state certified laboratory for analysis of dioxins/furans. Photographs of the boring location will be taken for documentation purposes.
5. REI will create a detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.
6. During the same mobilization, REI will also advance shallow soil samples at five (5) locations within Riverside Park as determined and provided by the City. These samples will be documented and submitted to the laboratory on a separate chain of custody. As requested by the City of Wausau Park and Recreation Committee direction, these five (5) locations will two (2) samples collected from each location with one (1) sample collected from a depth of 1-3 inches and one (1) sample collected at a depth of 6-8 inches.
7. Photographs of the boring location will be taken for documentation purposes
8. REI will prepare a site investigation report (SIR) and submit to the WDNR based on the results of the ten (10) soil samples collected along the rail corridor. This report may also reference other historical soil sample results. If contamination is not defined and additional investigative work may be required, REI will prepare a scope of work and communicate with the client for the extent of the work and proposed anticipated costs to complete the investigation.
9. The results of the five (5) sample locations and ten (10) samples submitted for laboratory analysis from inside Riverside Park will be summarized and submitted to the City of Wausau separately and will not be included in the site investigation report unless directed by the City.

10. If contamination is defined and the site is eligible for case closure consideration by the WDNR, upon review and approval of the SIR, REI will prepare and submit a case closure packet. These materials will document the findings, degree and extent of residual contamination, and allow for closure of the site. Costs for the preparation and submittal of the case closure request is not included in this proposal. WDNR fees for closure review and database registry, if residual contamination remains at the time of closure, are currently a maximum of \$1,700.00 and are not included in this scope of work.

EXEMPTIONS

Any additional remediation necessary is not included in this proposal.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule. The client encourages REI to take all measures that are necessary to preserve and protect the safety of REI's personnel, the public, and/or the environment.



Professional Services Agreement

Proposed Services: Environmental Site Investigation Proposal – (revised)

Site Name: Riverside Rail Corridor, 132 River Street, Wausau, WI
Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant Street, Wausau, WI 54403

Date: April 7, 2020

REI Project No.:

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

REI has relied on the following understanding in preparing the Work Scope and basis of payment: WDNR letter and information previously submitted to WDNR.

REI will provide the following deliverables: Notification to WDNR for retaining consultant, Site Investigation Work Plan, Site Investigation Report, summary of park soil samples

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced upon completion of the scope of services. REI has estimated the costs for the scope of work as follows.

Subcontracted Services

Laboratory analysis – soil samples – 10 samples along rail corridor	\$5,885.00
Laboratory Analysis – soil Samples – 10 samples in Riverside Park	\$5,885.00

Professional Consulting Services

Project management, coordination, access agreement, and report	\$6,119.00
Field time and travel, equipment and supplies	\$1,720.00

Estimated Project Total*	\$19,609.00
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**Preparation of case closure submittal and closure fees are not included in this proposal.*

General Conditions: See "General Conditions"

Advanced Payment: N/A

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Phone number: _____

Date: _____

REI ENGINEERING, INC.:

Signature: _____

Printed Name: Ken Lassa, P.S.

Title: Senior Consultant

Date: _____

General Conditions

PART 1: SERVICES AND DELIVERABLES

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.